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to aid in making repairs, or to purchase supplies, must see that the amount advanced is reasonable and necessary. *Leddo et al. vs. Hughes.*

The ports of the different States, under the maritime law, are, in respect to each other, foreign. *Id.*

The maritime law has no application to flat boats, their pilots or navigators. *Id.*

The lien given under our statute for repairing, &c., may arise upon contracts expressed or implied, and the acting master or supercargo may bind the vessel; but the party making the advances must show the necessity for them, and the proper application of them. *Id.*

Tax.—A tax is not an ordinary debt; it takes precedence of all other demands; and is a charge upon the property, without reference to the matter of ownership. *Dunlap vs. County of Gallatin.*

The property itself may be seized and sold, although there may be prior liens or incumbrances upon it. *Id.*

The State is not bound to wait until the estate of a deceased person is administered, and then participate with other creditors in the proceeds, but may enforce payment to the exclusion of all other creditors. So of an insolvent estate in the hands of trustees. *Id.*

The remedy by distress, for the collection of taxes, is not necessarily exclusive. *Id.*

Trover.—Castrating a scrub hog from running among other hogs, is not such proof of a change in property, as to be evidence of a conversion or appropriation of the hog by a party, to his own use. *Byrne vs. Stout.*

Warranty.—No particular form of words is necessary to establish a contract of warranty, but it must appear that the party binds himself to make good the quality of the article sold, and that this made a part of the consideration. *Adams et al. vs. Johnson.*

ABSTRACTS OF RECENT ENGLISH DECISIONS.

Admiralty—Collision—Bail.—An action was entered for the sum of £250, in a cause of collision, and bail in that amount was given for damages and costs. The costs, however, subsequently raised the amount recovered, beyond £250. The Court under these circumstances of the case, the additional costs having been incurred through the fault of the claimants, decreed them to be personally liable for the amount exceeding the bail. *The Termisonata*, 19 Jurist, 479, Admiralty.

Arbitration—Action.—*Quære*, whether an action will lie against an

arbitrator for anything done by him while acting strictly in that capacity. *Jenkins vs. Bentham*, 24 L. J. Common Pleas, 94.

Contract—Wages.—To an action for money paid at the request of the defendant, it is no answer that the money was paid in discharge of claims against the defendant under wagering contracts, void by statute. *Knight vs. Cambers*, 24 L. J. Common Pleas, 121.

Contract of Sale.—Plaintiffs agreed to sell the defendant a quantity of hoop iron to be manufactured in Staffordshire, and delivered in January and February, at Liverpool. The iron was to be forwarded by canal boats, vessels, and carts. Iron so forwarded at the period of the year in question, necessarily suffers some deterioration by being rusted. The iron in question, which was clean and bright when put on board, arrived at Liverpool in a rusty state, and acceptance of it was refused by the defendant. *Held*, that the defendant was bound to accept the iron, if it was only so far deteriorated as it would necessarily be in its transit from Staffordshire to Liverpool; and that a direction to the jury that the defendant was entitled to have it delivered to him at Liverpool in a merchantable condition, was wrong. *Bull vs. Robison*, 24 L. T. Ex. 165.

Costs—Errors—Coram nobis.—A party is not entitled to the costs of recovering a judgment in error in fact. *Marshall vs. Jackson*, 19 Jurist, 447, Queen's Bench.

Criminal Law—False Pretence.—The defendant obtained goods from the prosecutors, by pretending that he wanted them for J. S., whom he represented as an iron-monger living at N., to whom he would trust £1000, and who went twice a year to New Orleans, to take different kinds of goods to his sons there. Upon the trial of an indictment for obtaining goods by false pretences, the jury found that all the representations were false, and that the prosecutors believing that the defendant was connected with J. S., and employed by him to obtain the goods, contracted with the defendant, and delivered the goods to him for himself, and not for J. S. Verdict of guilty, *held* right. *Reg. vs. Thos. Archer*, 19 Jurist 479, Court of Criminal Appeal.

Criminal Law—Neglecting to Maintain Child.—If a woman be indicted for neglecting to supply her infant bastard child with proper food, and it be alleged that she was able, and had the means of supporting it, it is not enough to show that she might have obtained the means if she had applied to the relieving officer of the Union. *Reg. vs. Keith*, 24 L. J. Mag. Cases, 109, Court of Criminal Appeal.